

Mid Devon District Council

Tenancy Changes Policy

Policy Number: HSG v4.7

May 2016

Version Control Sheet

Title: Tenancy Changes Policy

Purpose: The Succession and Assignment Policy has been reviewed in accordance with changes in good practice and legislative requirements. The title of the policy has been changed to Tenancy Changes Policy to reflect additions to the policy.

Owner: Housing Services Manager
cfry@middevon.gov.uk
Telephone number 01884 234920

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Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

PDG Decent & Affordable Homes

Document History

This document obtained the following approvals.

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Cabinet Member	1.2.16	
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1. Introduction

This policy statement outlines the approach of the Housing Service of Mid Devon District Council (MDDC) to dealing with tenant requests to assign their tenancy, for example in accordance with a Court Order, way of exchange or assignment to a person qualified to succeed to a tenancy. It explains the circumstances when a person may succeed to a tenancy and the effect of death on a Right to Buy application.

2. Scope

This policy explains how the Housing Service will respond to succession and assignment requests or changes to the tenancy, such as joint to sole tenancy requests. It will cover the following points and should be read in conjunction with the related documents as stated below:

- Succession rights
- Liability of a successor for rent arrears and Court Orders
- Effects of death on Right to Buy applications
- Garage and Garage Ground Rent Plot (GGRP) succession rights
- Changes to tenancies
- Assignment rights
- Support and guidance

3. Related Documents

- Tenancy Agreement
- Garage Tenancy Agreement
- Garage Management Policy
- Allocation Policy
- Devon Home Choice Scheme
- Tenancy Policy

4. Definitions

The following definitions apply to this policy:

- **Statutory Succession** is the transfer of a tenancy (not a property) to another (qualifying) person upon the death of a tenant.
- **Assignment** is when a living tenant transfers the rights of their tenancy (not a property) in full to a (qualifying) person.
- **Qualifying Person** is someone who meets the relevant criteria in order to succeed or be assigned an existing tenancy.
- **Tenancy** is any tenancy between a secure, flexible or introductory tenant and MDDC.
- **Equitable tenancy** is one where the legal title is held in trust by an adult or corporate entity.
- **Minor** is any child under the age of eighteen.
- **Sole tenancy** is one tenancy that is held by one person.
- **Joint tenancy** is one tenancy that is held by two or more people, whereby each tenant is jointly and severally liable for the tenancy.
- **An Introductory Tenancy** is a twelve month probationary tenancy, which offers tenants limited rights.

- **A Secure Tenancy** is granted to some tenants automatically after twelve months of being on an introductory tenancy, provided they have met the conditions of their tenancy agreement. Secure tenants have more tenancy rights.
- **A Flexible Tenancy** is a form of secure tenancy which lasts for a fixed term. It will be granted to most tenants after twelve months following an introductory tenancy. Tenants with a flexible tenancy will mostly have similar rights as other secure tenants.
- **A Demoted Tenancy** may be given to tenants of secure or flexible tenancies who have breached their tenancy agreement. In most cases, this will be due to anti-social behaviour.
- **Under-occupied** means that a property is bigger than is reasonably required.
- **Vulnerable** is when someone may be classed as having a vulnerability as a result of age, mental illness or physical disability.
- **Notice to Quit** ends a periodic tenancy, giving a minimum of four weeks' notice to end the tenancy.
- **Notice of termination** ends a flexible tenancy in four weeks beginning with the date on which the notice is served.

5. Succession rights

- 5.1** In the event of a tenant's death, a person residing at the same property may have a legal right to succeed to (take over) the tenancy. This will depend on their relationship to the tenant, length of occupation, type of tenancy and whether or not they were occupying the property as their only or principal home at the time of the tenant's death. Tenants' statutory succession rights are set out in legislation.
- 5.2** In accordance with the Localism Act 2011, there is a right of one succession to a spouse, civil partner or partner. In order to make the best use of housing stock, following the death of a tenant, there is no statutory right of succession to other family members. This will apply to tenancies issued by us from 1 April 2012.
- 5.3** Tenants are advised to refer to their tenancy agreement for more information about what rights apply to their tenancy. The Housing Act 1985 permits one succession of tenancy only.
- 5.4** In the case of joint tenancies, if one tenants dies, the tenancy continues in the name of the remaining tenant under the right of survivorship, regardless of tenancy type.
- 5.5** The successor or potential successor must notify us in writing within one month of the tenant's death. Where applicable, this should include details of any agreement reached or ongoing dispute relating to the succession to the tenancy.
- 5.6** Where a qualifying successor's permanent place of residence was with the deceased tenant, but they are absent from the property on a temporary basis (such as being in hospital), they are still entitled to succeed the tenancy. They will be responsible for paying the rent (and any other charges) on time.
- 5.7** If the deceased tenant was an introductory tenant, the successor takes over the introductory tenancy. Once the twelve month introductory period has ended the tenancy will be made either secure or flexible as long as they have met the conditions of the tenancy agreement.
- 5.8** If the deceased tenant was a secure tenant, the successor takes over the secure tenancy and has the same rights as the original tenant, whilst the successor of a deceased flexible tenant takes on the remaining tenancy term from the original tenancy.

5.9 If the deceased tenant was a demoted tenant the successor takes on a demoted tenancy. Providing we do not seek possession of the property during the demotion period the tenancy will cease to be demoted at the end of the demotion period. The tenancy will then become either a secure or flexible tenancy. If a flexible tenancy is demoted, at the end of the demotion period a notice must be served on the tenant prior to the end of the demotion period. This will make them aware that the tenancy is to become a flexible tenancy and will specify the fixed term.

5.10 If a qualifying successor is away from home for a set period of time, for example, when a son or daughter is at university at the time of the tenant's death, we will assess whether the property can be considered to be their main residence for the purpose of succession. These cases will be considered on an individual basis.

5.11 Changes to succession rights will be dealt with in accordance with legislative requirements.

6. Under-occupation and accommodation suitable for a person with a disability

6.1 There is a shortage of social housing and the Council, as a registered provider of social housing, is expected to make the best use of its housing stock. For this reason, we will seek possession of the home where the successor was a family member of the late tenant (excluding their spouse, civil partner or partner) and occupies a large family house which is substantially under-occupied. This will also be the case where the successor occupies accommodation which is either purpose built or adapted for a person with a physical disability and where there is no longer a need in that household.

In this instance, we will make suitable alternative accommodation available for the successor. Such accommodation must be reasonable on the grounds of the age of the tenant, their length of residence and any financial or other support they gave to the previous tenant. In such cases, proceedings for possession must be served more than six months but less than twelve months after the previous tenant's death. If a request to move is unreasonably refused then we will start legal proceedings to recover possession of the property.

7. No succession rights

7.1 Where the death of a tenant leaves someone in the property without a right to succession, we may, at our discretion, consider granting a tenancy, or offer a tenancy at an alternative property. In such circumstances an exception to this policy can be made by the Housing Services Manager. In exercising this discretion we will ensure that the Tenancy Policy, Allocations Policy and Devon Home Choice Scheme are not undermined.

7.2 Examples when we may exercise our discretion include:-

- The applicant had taken up permanent residence with the deceased tenant at least twelve months before their death; or
- The health or needs of the applicant are such that it would be unreasonable for them to find alternative accommodation.

7.3 Where there is no legal right to succession of the tenancy, we may pursue legal action to gain possession of the property within six months of being informed of the tenant's death. Any person remaining in the property until the Court issues a Possession Order will not hold a tenancy of the property, but will be liable for use and occupation charges.

7.4 We will offer guidance where there is no legal right to succession of the tenancy.

8. The death of a sole tenant

- 8.1** In the event of a sole tenant's death, written notice will be accepted from the personal representative or executor of the late tenant's estate. The notice period is a minimum of four weeks ending on a Sunday (periodic tenants only) or four weeks beginning with the date on which a Notice of termination is served (flexible tenants only), unless otherwise agreed.
- 8.2** On recovering possession of the property, it will be inspected. Liability for rent arrears or any other unpaid sums, for example, recharges, will pass to the deceased's estate. In the event that the tenant left a will, we will make a claim to the tenant's executor.

9. Notice to quit (NTQ) on the Public Trustee

- 9.1** Where a tenant has died and following investigation it appears that they died intestate, a NTQ will be served on the Public Trustee. Any rent arrears or unpaid sums, for example, recharges will be recovered from the estate of the deceased.

10. Vulnerable tenants and successions for minors

- 10.1** If a succession results in a vulnerable successor being left in a property unsuitable for their needs, where possible, they will be offered suitable alternative accommodation when it becomes available.
- 10.2** Minors have the same statutory succession rights as individuals over eighteen. However, as minors, they may be regarded as vulnerable and assessed by Children and Young People's Services for risk and support requirements.
- 10.3** When there is a statutory succession to a tenancy, the minor will become the tenant in equity. The minor will be bound by the terms of the original agreement before the succession took place. A third party is required to act as trustee in respect of a tenancy for a sixteen or seventeen year old. The trustee, who may be Children and Young People's Services, a voluntary organisation or an individual may also act as a litigation friend. All correspondence sent from us relating to the tenancy will be copied to the trustee until the minor reaches the age of eighteen. The tenancy will transfer to the minor upon their eighteenth birthday.
- 10.4** Minors under sixteen who have a right to succeed to a tenancy, Children and Young People's Services will need to make sure that they are cared for. To fulfil the occupancy condition, a carer must agree to take custody and move into the property as their principal home until the successor reaches sixteen. The carer will act as the minor's guarantor. We will grant the succeeded tenancy in trust to the carer until the minor's eighteenth birthday, upon which the tenancy will be transferred to the entitled person.

11. Liability for deceased's arrears

- 11.1** In principle, a successor is not liable for any rent arrears owed by the original sole tenant at the time of their death. However, if there is a possession order in force at the time of the original tenant's death, the successor will be at risk of eviction if they do not comply with the terms of the order.
- 11.2** If the successor fails to comply with the terms of a suspended or postponed possession order in respect of payment of current rent and arrears, we will take legal action to obtain possession by either:
- Issuing new possession proceedings against the successor tenant; or

- Applying to court to make the successor tenant a party to the original possession proceedings. If the court agrees, then we can take steps to enforce the possession order.

11.3 If the successor has succeeded to a tenancy which has an outright possession order in force, we can apply to the court for a warrant of possession after the date for possession. If the order was made under a discretionary ground for possession the successor can apply to the court to be joined as a party to the proceedings and, if this is permitted, they can then apply to vary the outright possession order to one that is suspended or postponed on terms.

12. Effect of death on a Right to Buy

12.1 Successors to secure and flexible tenancies can exercise the Right to Buy. They can count their own period of occupation before they succeeded to the tenancy for the purpose of calculating the minimum period for the exercise of the Right to Buy and the discount. Where a tenant dies during the Right to Buy procedure (application), a successor can require that the transaction is completed on the same terms (including the discount) as would have been available if the tenant had lived.

12.2 If a member of the tenant's family was joined to the Right to Buy application under the co-purchaser procedure, and the tenant dies leaving the other applicant in occupation, that other applicant is deemed to be a secure tenant for the purpose of completing the Right to Buy transaction, provided that they remain in occupation. They can therefore require that the sale be completed, even if there has been a previous succession. There are some exceptions to this which are governed by the Housing Act 1985.

13. Garage and GGRP successions

13.1 Where a garage or GGRP tenancy has ended because the tenant has passed away, the tenancy may be offered to a surviving member of the tenant's household. Proof of residency will be required before re-letting the garage/GGRP.

13.2 If the surviving member of the tenant's household is not a Council tenant of a property (dwelling) then they will revert back to the rent charge applied to non-Council tenants. If the tenancy is declined, or after twenty eight working days, the offer has not been accepted, the garage/GGRP will be treated as a normal void. This will be dealt with in accordance with the Housing Services Garage Management Policy.

14. Tenancy changes

14.1 We have discretion as to whether or not to grant a new sole to joint or joint to sole tenancy. We require all requests to be put in writing to us and these will be dealt with by the Neighbourhood team.

14.2 When making a decision about granting a new tenancy, we will take into account whether the property has been adapted and whether or not the household still has a need for this type of property.

14.3 If the tenancy is for a fixed term, we will grant a new tenancy in line with the Council's Tenancy Policy. If there is less than two years remaining of the fixed term of a flexible tenancy, we have the right to refuse a request.

- 14.4** Any new tenancy created will be dealt with in line with the provisions of our Tenancy Policy, our Allocation Policy and the Devon Home Choice Scheme.
- 14.5** There will be exceptional circumstances where the Housing Service may use its discretion to offer a new tenancy where the normal criteria will not be met. Examples may include circumstances where it may result in severe financial hardship or have an adverse effect on the welfare of the tenant and their household. In such circumstances an exception to this policy can be made by the Housing Services Manager.
- 14.6** We will advise the tenant/s to seek independent advice before making a decision to remove or add someone to the tenancy.

15. Changes involving sole tenancies where a joint tenancy is requested

- 15.1** Tenants can seek permission to change their tenancy from a sole to a joint tenancy as long as they meet the following conditions:-
- *The existing tenant/s agree to the creation of a sole or joint tenancy;
 - *A secure or flexible tenancy is held;
 - The new joint tenant is the spouse, civil partner or partner. However, a partner will have to prove that they have lived with the existing tenant for at least twelve months;
 - The new joint tenant does not own or have a part share in a property or hold a tenancy elsewhere, unless they are planning to end that tenancy;
 - *The existing tenant/s do not own or have a part share in a property elsewhere;
 - *There has not been a previous assignment of the tenancy, unless by Court Order;
 - *The existing tenant/s are not under any type of notice to seek possession of the property;
 - *There are no outstanding breaches of tenancy;
 - *There is no Court Order in place due to breaches of the tenancy agreement;
 - *In creating a new tenancy, this will not lead to the household becoming overcrowded or under occupied;
 - *There are no rent arrears or other unpaid sums that are due to us, for example, recharges;
 - *The rent account has been maintained in a satisfactory manner prior to receiving the request;
 - *The existing tenant/s have not previously had a change of tenancy of either a sole to joint or joint to sole tenancy, unless granted by Court Order;
 - All parties to the joint tenancy are aware of their responsibilities as tenants and that they will be jointly and individually liable for the tenancy;
 - *All tenant/s continue to be eligible and in need of social housing and meet the Housing Services Allocation Policy and Devon Home Choice Scheme criteria.
- 15.2** In addition, the new joint tenant will be required to provide the following documentation:-
- One document to prove their identity and eligibility to live in the UK, for example, a passport;
 - Two documents to prove they have been living at the property for twelve months if they are cohabiting;
 - Proof of marriage or civil partnership.

16. Changes involving joint tenancies where a sole tenancy has been requested

16.1 Flexible and secure tenants can seek permission to change their tenancy from a joint to a sole tenancy as long as they meet the conditions highlighted with an asterisk (*) **under Section 15:** “Changes involving sole tenancies where a joint tenancy has been requested”.

17. Making the best use of stock

17.1 If we grant a new tenancy, we may offer a different type of tenancy than originally held by the tenant/s, for example a flexible tenancy in place of a secure tenancy to make the best use of our stock. We will take into account the household’s profile, income, savings and circumstances including any future potential changes to the household, for example grown up children leaving the home.

18. Ending a sole tenancy

18.1 An existing secure tenant will be required to give us a minimum of four weeks written notice to end their tenancy. This is to be in the form of a Notice to Quit (NTQ).

18.2 An existing flexible tenant will be required to serve a Notice of termination in writing stating that the tenancy will terminate on the date specified in the notice. That date must be after the end of the period of four weeks beginning with the date on which the Notice of termination is served. We have discretion to dispense with this requirement. The tenancy will only terminate if there are no arrears of rent payable under the Tenancy and the tenant is not otherwise in breach of a term of the Tenancy.

18.3 To create the joint tenancy, we will end the existing sole tenancy and issue a new tenancy in joint names.

18.4 We will advise the existing tenant of the effects of creating a joint tenancy.

19. Ending a joint tenancy

19.1 Periodic tenants only - either joint tenant can terminate the tenancy by giving us a minimum of four weeks written notice in the form of a NTQ. Once the NTQ has expired it is at our discretion to grant a new tenancy to one of the joint tenants. This is easier to achieve if all joint tenants agree.

19.2 Flexible tenants only – all joint tenants must end the tenancy by serving a Notice of termination in writing stating that the tenancy will terminate on the date specified in the notice. That date must be after the end of the period of four weeks beginning with the date on which the Notice of termination is served. We have discretion to dispense of this requirement. The tenancy will only terminate if there are no arrears of rent payable under the Tenancy and the tenant is not otherwise in breach of a term of the Tenancy. Once the Notice of Termination has expired, it is at our discretion to grant a new tenancy to one of the joint tenants.

19.3 Where all joint tenants are in agreement that one joint tenant remains at the property

the following procedure will be used:-

- The outgoing joint tenant serves a valid NTQ or all joint tenants serve a Notice of termination;
- On expiry of the NTQ or Notice of termination the outgoing joint tenant confirms in writing that they have moved out and that the tenancy is over;
- A new tenancy is granted to the remaining tenant.

19.4 If a joint tenant of a periodic tenancy serves a NTQ but both joint tenants remain in the property, and refuse to move out, when the NTQ expires, we will apply for possession of the property.

19.5 If all joint tenants of a flexible tenancy serves a Notice of Termination but both joint tenants remain in the property and refuse to move out when the Notice of Termination expires, we will apply for possession of the property.

19.6 The Protection from Eviction Act 1977 requires us to use Court proceedings to evict tenants. We will not grant a new tenancy to one of the joint tenants where the other joint tenant has not moved out.

19.7 Where a joint tenant has absconded from the property, it is the responsibility of the remaining joint tenant to trace the whereabouts of the other joint tenant. Alternatively, they will be advised to take legal proceedings to have the property transferred to them. Any cost incurred will be the responsibility of the tenant.

20. Retraction of notice

20.1 If a tenant/s serves a NTQ or Notice of termination on us to end the tenancy and then changes their mind, the notice cannot be retracted by them. However, we can agree with the tenant/s that it is withdrawn during the notice period, but it is at our discretion if we allow a new tenancy to be granted.

21. Vulnerable tenants

21.1 If a tenant is vulnerable or we have concerns about why a tenant is requesting a change to their tenancy, we will investigate the request and discuss the options available to them.

21.2 Where a tenant is vulnerable and feels pressured by someone to change their tenancy, we will advise them to seek independent advice.

22. Court powers to transfer tenancies

22.1 In cases where there has been a relationship breakdown, we cannot exclude one joint tenant from the tenancy, nor change the locks to stop a joint tenant gaining access.

22.2 In some circumstances, the Courts will decide who should take over a sole tenancy in conjunction with proceedings for divorce, judicial separation or nullity. This can be achieved by the tenant applying for a Property Adjustment Order under the Matrimonial Causes Act 1973.

22.3 Alternatively, the Courts may decide who will take over the tenancy under the Family Law Act 1996 or the Children Act 1989. Where an order has been granted by the Court, we will comply with their instruction.

23. Rights to assignment

23.1 Tenants are able to exercise their right to assign their tenancy either through way of exchange, assignment to a person qualified to succeed to the tenancy or by a Court Order. Tenants will only be allowed to assign their tenancy to another person who would qualify for statutory succession in the event of the tenant's death.

23.2 The following changes to tenancies count as assignments but are not classed as a right of succession:

- Swapping tenancies by way of mutual exchange with a tenant from either the same landlord or that of another social landlord;
- By way of a property transfer made by a Court in connection with matrimonial proceedings.

24. Assignment by way of exchange (Mutual exchange)

24.1 Secure and flexible tenants have the right to assign their tenancy by way of mutual exchange. We will provide information and advice to tenants who are considering applying to exchange their home with another tenant. When a tenant assigns their tenancy by way of exchange with another tenant, they are accepting the property in its existing condition.

24.2 Where a secure or flexible tenant applies to exchange their tenancy with another secure or flexible tenant, we will only withhold consent to the proposed exchange on one of the grounds specified in the Housing Act 1985 or Localism Act 2011.

24.3 Tenants with an existing secure tenancy that began before 1 April 2012 will be given a tenancy with no less security if they choose to exchange to another social rented home, unless they choose to exchange by Deed of Assignment. However by doing this they have chosen to lose their lifetime security of tenancy.

24.4 Where tenants with an existing secure tenancy that began before 1 April 2012 exchanges with a flexible tenant, the exchange must be done either by surrender and granting of a new tenancy or by Deed of Assignment (see point 24.3). In other cases, mutual exchanges will take place by Deed of Assignment. This means that each party will "take over" the tenancy of the other. The Council may refuse an exchange where at least one tenant has a fixed tenancy term of less than two years.

24.5 All tenants who apply to undertake a mutual exchange will be advised about our decision in writing within forty two days of receiving their application. Where consent is withheld, we will inform the tenant about how we reached our decision.

24.6 Where consent to the exchange is conditional on a breach of tenancy being remedied, we will advise the tenant in writing of this and provide information about what they have to do to remedy the breach of tenancy.

25. Assignment in accordance with Court Orders

25.1 In the event of relationship breakdown between a married couple or civil partners, the Courts may assign a tenancy to a named individual. Where a Court has ordered that the tenancy be assigned as a result of a Court Order, we will accept the assignment as decreed by the court from the effective date.

25.2 We will advise the tenant who is to benefit from the Court Order that the tenancy has been assigned to them on receipt of the Court Order. We will advise them of their rights and responsibilities, the date on which the tenancy commenced and the status of the rent account. Where there is a forwarding address, the former tenant will be written to, advising them that their tenancy has ended.

26. Assignment to a person qualified to succeed to the tenancy

26.1 Depending on the type of tenancy and when it commenced, a tenant may be allowed to assign their tenancy to another person. The assignment will only be made to a person who would be entitled to succeed to the tenancy should the tenant have died immediately before the assignment.

26.2 If there is a secure tenancy that commenced before 1 April 2012 and where there has been no previous succession or assignment, the tenant can assign their tenancy to the following:

- their spouse or registered civil partner, as long as they were living with them;
- another member of their family (this includes cohabiting partners, children, parents, siblings and most other close relatives). This is provided that they resided with the tenant at their home as their only or principal home for the previous twelve months.

26.3 If there is a secure or flexible tenancy that commenced after 1 April 2012 and where there has been no previous succession or assignment, the tenant can assign their tenancy to the following:

- their tenant's spouse, civil partner or cohabiting partner as long as they were living with them.

26.4 An introductory tenant can assign their tenancy to a person who would be qualified to succeed if they died immediately before the assignment and where there has been no previous succession or assignment to the following:-

- their spouse or registered civil partner, as long as they were living with them;
- another member of their family (this includes cohabiting partners, children, parents, siblings and most other close relatives). This is provided that they resided with them at their home as their only or principal home for the previous twelve months.

26.5 A person is qualified to succeed to the tenancy if they occupy the property as their only or principal home at the time of the tenant's death.

26.6 A tenant wishing to assign their tenancy must apply to us in writing. In instances where consent is granted to the proposed assignment, the tenant and the assignee will be written to, inviting them to sign the deed of assignment. The assignee will be advised of their rights and responsibilities as a tenant, rent charges and the date the tenancy will be assigned.

27. Refusals of assignment

27.1 We may refuse permission to assign in certain circumstances. If we refuse permission to assign, we will advise the tenant in writing of the reasons for this.

28. Unauthorised assignments

- 28.1** An unauthorised assignment is a breach of the tenancy and legal action will be taken against any persons who are unlawful occupiers without security of tenure. The tenant will be liable for any costs associated with such action.

29. Support and guidance

- 29.1** We encourage people to come forward if the tenant of a property passes away and will take a sensitive approach to the completion of the formalities required at that time. We will give appropriate advice and assist bereaved relatives, whether they are qualifying successors, or not, as appropriate. We can provide housing and tenancy advice and can signpost or refer people to other agencies who are able to provide other advice, as required.
- 29.2** Any complaints relating to challenging any decision about succession, assignment or tenancy changes rights will be dealt with in accordance with the Council's Compliments, Complaints and Feedback Policy.

30. Service standards

- 30.1** We are committed to the principles of openness and transparency and for this reason we will ensure that this policy is well-publicised. If there are any operational matters which impact upon our ability to operate this policy, we will ensure that information about this is given to tenants and other stakeholders.

31. References

- Housing Act 1985
- Localism Act 2011
- Children Act 1989
- Family Law Act 1996
- The Protection from Eviction Act 1977
- Marriage (Same Sex Couples) Act 2013
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004

32. Equality and Diversity

- 32.1** The Housing Service will tailor their services to meet the diverse needs of individuals. We foster good relations with people when providing our services to eliminate discrimination and promote opportunity of equality.

33. Review

- 33.1** This Policy has been written in line with good practice and current relevant legislation. Unless there are any changes to such legislation beforehand, the next review of this Policy is due May 2020 and every four years thereafter.